



**EXPLANATION OF INHERENT RISKS
HORSE RENTAL AGREEMENT AND RELEASE OF LIABILITY**

Horseback riding is classified as a "Rugged Adventure Recreational Sport Activity" and there are numerous obvious and non-obvious inherent risks of injury always present in such an activity despite all safety precautions. Upon mounting the horse and taking up the reins, the rider is in primary control of the horse and the rider's safety depends largely upon his/her ability to carry out simple instructions and his/her ability to remain balanced aboard the moving animal. Riders agree that that shall be responsible for their own safety and that of an unborn child, if the rider is pregnant. **Mountain Trail Rides advises pregnant women NOT to ride horses, unless permission is given under advice of her physician.**

While horseback riding, riders may encounter wild animals, reptiles and insects which are not tame and which may be savage and unpredictable in nature, and wandering at their will. Riders may also encounter variations in terrain or conditions of nature which can scare a horse, cause it to fall, or react in some other unsafe way, which may result in injury or damages. I/We voluntarily acknowledge assumption of the risk for these hazards, which include thunder, lightning, rain, wind, water, snow, bites or stings from insects, reptiles, or other wild animals, mud, water, rocks, trees, growth, debris, and other hazardous surface or subsurface conditions and obstacles, constantly subject to change according to weather and temperature.

Mountain Trail Rides Tack & Gift Shop, Inc. chooses its rental horses for their calm dispositions and sound training as is required for use as riding horses for novice and beginning riders. Even so, any animal, irrespective of its training and usual past behavior and characteristics, may act or react unexpectedly or unpredictably at times. If frightened or provoked, a horse may divert from its training and act according to natural survival instincts, which may include, but not be limited to: stopping short, changing directions or speed, shifting its weight, bucking, rearing, kicking, biting or running from danger. Horses may sometimes step on a person's feet, make other unpredictable movements, push or shove a person, stumble, or trip. Saddles or bridles may also loosen or break - all of which may cause the rider to fall or be jolted, resulting in injury or death. **No horse can be guaranteed to be a completely safe horse.**

In an effort to make the activity of horseback riding as safe as it can be, the trail guide will instruct riders concerning the safety rules for horseback riding and the correct mechanics of riding. **It is vital that participants listen and follow the guide's instructions and safety rules to decrease the possibility of serious injury.**

IT IS RECOMMENDED THAT RIDERS WEAR A PROTECTIVE HELMET. PROTECTIVE HELMETS ARE AVAILABLE AT NO CHARGE AND ARE OFFERED TO EACH RIDER.

Do you wish to wear a helmet? Yes No (Circle One)

Do any of the named riders weigh more than 240 pounds or have any physical and/or mental health conditions, problems and/or other disabilities which may affect his/her ability to safely ride a horse?

Yes No (Circle One)

If "yes", please describe _____

Having carefully read this agreement and fully understanding its contents, I/We are aware that no horse can be guaranteed to be a completely safe horse and that the risk of injury is always present when horseback riding. The rider(s) named below have voluntarily expressed a desire to handle or ride a horse, and to use saddles, bridles, equipment and gear provided to riders by Mountain Trail Rides. I/We agree to assume all risk of injury or death caused by participating in the activity of horseback riding, whatever the cause, and do hereby agree to hold harmless and release Mountain Trail Rides, its owners, agents, employees, officers, members, the premises owners, and insurers from legal liability due to ordinary negligence. I/We further attest that all facts relating to the applicant's physical condition, experience, and age are true and accurate and that I have entered into this Participation Agreement of my/our own free will.

Name of Rider(s) (Printed)

Signature(s)

Date

Street Address

City State Zip Code Telephone